

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT  
701 COMMERCE STREET  
DALLAS, TEXAS 75202

WILLIAM A. THIE  
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GENERAL SOLICITOR

214-651-6736

RECORDATION NO. 11230-1A  
Filed 1425

ARTHUR M. ALBIN  
GENERAL ATTORNEY  
MICHAEL E. ROPER  
COMMERCE COUNSEL

January 31, 1980 FEB 4 1980 -9 30 AM

INTERSTATE COMMERCE COMMISSION

IN REPLY REFER TO: 410.043-49

No. C-036A020

Date FEB 5 1980

Fee \$ 10.00

ICC Washington, D. C.

Mrs. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Re: Amendment dated as of January 28, 1980 to Conditional Sale Agreement dated as of December 10, 1979, between Whitehead & Kales Co. and Missouri-Kansas-Texas Railroad Company assigned to First City Bank of Dallas covering purchase of 17 Bi-level Auto Racks.

Dear Mrs. Mergenovich:

In accordance with the provisions of Section 11303 of the Interstate Commerce Act and the rules and regulations approved and prescribed by the Interstate Commerce Commission pursuant thereto, there are submitted herewith for filing and recording three executed counterparts of an Amendment to Conditional Sale Agreement dated January 28, 1980, amending Conditional Sale Agreement dated as of December 10, 1979, between Whitehead & Kales Company, as Manufacturer and Seller, 58 Haltiner Street, Detroit, Michigan 48218; and Missouri-Kansas-Texas Railroad Company, Purchaser, designated as Railroad thereto, 701 Commerce Street, Dallas, Texas 75202, which Conditional Sale Agreement was assigned by Agreement and Assignment of even date by Manufacturer to First City Bank of Dallas, One Main Place, Dallas, Texas 75250, said Conditional Sale Agreement covering the purchase by the Railroad of 17 bi-level auto racks which racks had been assigned serial numbers W-1 through W-17, which racks are affixed and mounted on cars owned or listed by Trailer Train Company, bearing the following marks and numbers:

TTBX 910703	TTBX 961417	TTBX 962359	TTBX 964039
" 911939	" 961427	" 962368	" 964862
" 940026	" 961591	" 962410	
" 940034	" 962203	" 963995	
" 961416	" 962331	" 964018	

**MISSOURI-KANSAS-TEXAS RAILROAD COMPANY**

LAW DEPARTMENT

Mrs. Agatha L. Mergenovich

- 2 -

January 31, 1980

The Conditional Sale Agreement was filed with the Interstate Commerce Commission on December 21, 1979, and given recordation No. 11230.

Please return the file marked copies of the Amendment to me with recording information thereon and I will distribute same to parties.

I am also enclosing cashier's check from the Missouri-Kansas-Texas Railroad Company in favor of the ICC in the amount of \$10 to cover the prescribed fee for filing said Amendment.

The Amendment changes the rental payment date to the 8th of each month instead of the 4th and corrects a typographical error in Exhibit A to the Conditional Sale Agreement.

I certify that I have knowledge of the matters set forth herein.

Yours very truly,



Arthur M. Albin

AMA/ds  
Encl.

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

2/20/80

OFFICE OF THE SECRETARY

**William A Thie**  
**Missouri-Kansas-Texas RR Co.**  
**701 Commerce Street**  
**Dallas, Texas 75202**

Dear  
**Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **2/4/80** at **9:30am**, and assigned re-  
recording number(s). **11230-A**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

AMENDMENT TO CONDITIONAL SALE  
AGREEMENT AND AGREEMENT AND ASSIGNMENT  
DATED AS OF DECEMBER 10, 1979

RECORDATION NO. 11230-1425

FEB 4 1980 -9 22 AM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDMENT TO CONDITIONAL SALE AGREEMENT AND AGREEMENT AND ASSIGNMENT entered into as of the 28th day of January, 1980, between FIRST CITY BANK OF DALLAS (hereinafter called the "Bank") and MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a Delaware corporation (hereinafter called "Railroad");

W I T N E S S E T H that:

WHEREAS, Railroad entered into and executed a Conditional Sale Agreement with Whitehead & Kales Company dated as of December 10, 1979, for the purchase of seventeen (17) auto racks; and

WHEREAS, said Conditional Sale Agreement was assigned by Agreement and Assignment dated as of December 10, 1979, by Whitehead & Kales Company, Manufacturer, to First City Bank of Dallas; and

WHEREAS, said Conditional Sale Agreement and Agreement and Assignment were duly filed with the ICC on December 21, 1979, and given Recordation Number 11230; and

WHEREAS, Railroad desires to change the installment payment date from commencement date of February 4, 1980, to February 8, 1980, with subsequent payments to be due and owing on the 8th day of each month, and Bank is agreeable to same; and

WHEREAS, it is the desire of the parties to amend Exhibit A to the Conditional Sale Agreement dated as of December 10, 1980 to refer to said automobile racks as bi-level instead of tri-level;

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, it is agreed between them as follows:

I.

Said Conditional Sale Agreement dated as of December 10, 1979, assigned by Agreement and Assignment dated as of December 10, 1979, is hereby amended by deleting subparagraph (a) of Section 3, at the bottom of page 2 in its entirety and substituting in lieu thereof a new subparagraph (a) as follows:

(a) Three Hundred Ninety Nine Thousand Dollars (\$399,000) of the actual full purchase price of said Racks (being the deferred purchase price thereof) shall be paid by Railroad in sixty (60) consecutive monthly installments commencing on February 8, 1980, of Six Thousand Six Hundred Fifty Dollars (\$6,650) plus interest, with the final installment due and payable on January 8, 1985, at which time all amounts of principal and interest shall be finally due and payable. The principal balance shall bear interest at a rate until maturity which shall, from time to time be two percentage points (.02) above the prevailing commercial prime borrowing rate established by First City Bank of Dallas as said prime rate exists on the first day of the month in which each payment is due; provided, however, that nothing contained herein shall require the payment of interest in excess of the highest legal rate permitted in the State of Texas.

II.

Said Conditional Sale Agreement dated as of December 10, 1979, assigned by Agreement and Assignment dated as of December 10, 1979, is hereby amended by deleting said Exhibit A in its entirety and substituting in lieu thereof a new Exhibit A attached hereto and hereby made a part hereof.

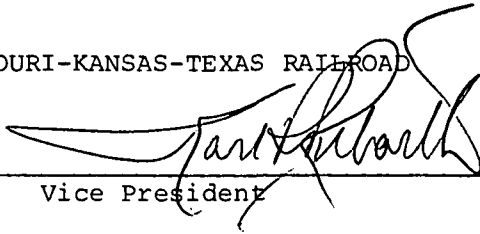
III.

Except as amended hereby all other terms and provisions of said Conditional Sale Agreement and Agreement and Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first stated above.

MISSOURI-KANSAS-TEXAS RAILROAD

By

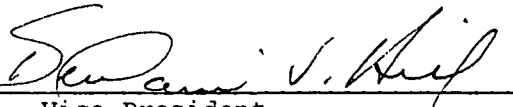
  
Vice President

ATTEST:

  
~~Assistant~~ Secretary

FIRST CITY BANK OF DALLAS

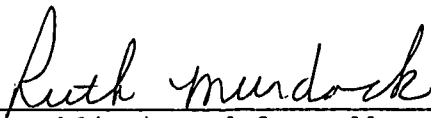
By

  
Vice President

STATE OF TEXAS     )  
                              )     ss.  
COUNTY OF DALLAS )

On this 28<sup>th</sup> day of January, 1980, before me personally appeared

Karl R. Ziebarth, to me personally known, who, being by me duly sworn, says that he is Vice President of MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public in and for Dallas  
County, Texas

My Commission expires 12-31-80.

STATE OF TEXAS     )  
                              )     ss.  
COUNTY OF DALLAS )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Dewain V. Hill, Vice President,

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FIRST CITY BANK OF DALLAS, a national banking association, and that he executed the same as the act of said association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29<sup>th</sup> day of January, 1980.

Karen Shus

Notary Public in and for Dallas  
County, Texas

My Commission expires: 1-81

E X H I B I T A

The Bi-level Automobile Racks purchased by Missouri-Kansas-Texas Railroad Company in the Conditional Sale Agreement dated as of the December 10, 1979, to which this Exhibit A is attached are to be installed on flat cars furnished by Trailer Train Company, bearing the following serial numbers:

<u>Trailer Train</u>		<u>MKT Bi-Level</u>
<u>Flat Car No.</u>		<u>Auto Rack No.</u>
TTBX	910703	W-7
"	911939	W-9
"	940026	W-12
"	940034	W-1
"	961416	W-14
"	961417	W-10
"	961427	W-4
"	961591	W-3
"	962203	W-5
"	962331	W-8
"	962359	W-15
"	962368	W-2
"	962410	W-13
"	963995	W-16
"	964018	W-17
"	964039	W-11
"	964862	W-6